rights were not affected without such notice. *Allis Chalmers Co.* v. *City of Atlantic,* (Iowa 1913) 144 N. W. 346.

It should be noted that the Code of Iowa required recording of such sales, but that the record in this case was not sufficient to amount to constructive notice because of the non-residence of the vendor and the contractor. The statement of the Court that actual notice would be required, on the ground of estoppel, and that constructive notice would be sufficient was therefore dictum. The question then arises what rights does an owner, sub-vendee or mortgagee of premises get, assuming that he is a bona-fide purchaser for value without notice, when personally sold upon condition is affixed to the realty? As between the immediate parties (vendor and conditional vendee) no difficulty arises in preserving the character of the chattels even if they are annexed to the realty with the seller's assent, so long as they remain distinguishable and severable, *Lansing Iron Works* v. *Walker,* 91 Mich. 409, 30 Am. St. Rep. 488; *Tyson* v. *Post,* 108 N. Y. 217, 2 Am. St. Rep. 409, *Rogers* v. *Cox,* 96 Ind. 157, 49 Am. Rep. 152. The same rule applies to creditors of the vendee. *Sturgis* v. *Warren,* 11 Vt. 433; *Sisson* v. *Hibbard,* 75 N. Y. 542. As to purchasers from conditional vendee of personalty, see *Harkness* v. *Russell,* 118 U. S. 663. But in the principal case the machinery was attached to the realty of a third person who had no notice of the conditions attached to the sale. As against subsequent purchasers of the land without notice (by the weight of authority) there is no action, as the chattels are deemed to have become realty. *Stillman* v. *Flenniken,* 58 Iowa 450, 43 Am. Rep. 120; *Hobson* v. *Gurringe,* 1 Ch. 182 (1897); *Prince* v. *Case,* 10 Conn. 357, 27 Am. Dec. 675; *Tibbets* v. *Horne,* 65 N. H. 242, 23 Am. St. Rep. 31; but see *Mott* v. *Palmer,* 1 N. Y. 564; *Ford* v. *Cobb,* 20 N. Y. 344. where it was held that the subsequent purchaser got no title but must rely on the warranties in his deed. The same general rule applies to subsequent mortgagees without notice. *Hopewell Mills* v. *Taunton Savings Bank,* 150 Mass. 519, 15 Am. St. Rep. 235, 6 L. R. A. 249; *Case Mfg. Co.* v. *Carver,* 45 Oh. St. 289; *Wickes* v. *Hill,* 115 Mich. 333, but see contra *Warren* v. *Liddel,* 110 Ala. 232, as to the rights of a prior mortgagee see 10 MICH. L. REV. 64.

SALES—MISREPRESENTATION.—Plaintiff purchased a stock of merchandise from defendant, who assured plaintiff that the value of the stock was $3500 and that the business was profitable. Plaintiff had an inventory taken, found the value of the stock to be $1682.16, and filed a bill asking for a return of the securities given for the purchase price. *Held,* Plaintiff could rescind for fraud even though he had had an opportunity to inspect. *Face* v. *Hall* (Mich. 1913) 143 N. W. 622.

Where parties deal at arms length and on an equal footing, it is well settled that a false representation concerning the worth or value of the goods will neither sustain an action, nor warrant a recission: *Van Epps* v. *Harrison,* 5 Hill. (N. Y.) 63, 40 Am. Dec. 314; *Deming* v. *Darling,* 148 Mass. 504, 2 L. R. A. 743; *Poland* v. *Brownwell,* 131 Mass. 138; *Page* v. *Parker,* 43 N. H. 363; *Chrysler* v. *Canaday,* 90 N. Y. 272; *Evans* v. *Gerry,* 174 Ill. 595. This is especially true where the merchandise is open to inspection and the buyer

was qualified to judge for himself: *Griffith* v. *Strand,* 19 Wash. 686; and where both parties were equally familiar with the facts and the buyer had ample opportunity to inform himself: *Weaver* v. *Shriver,* 79 Md. 530. Where, however, one party has peculiar means of knowledge, or where a special trust or confidence is reposed by one party in the opinion of the other, false representation or expression of opinion as to value, intended to deceive, is regarded as fraud and entitles the defrauded party to a remedy: *Graffenstein* v. *Epstein,* 23 Kan. 443, 33 Am. Rep. 171; *Byrne* v. *Stewart,* 124 Pa. St. 450; *Coles* v. *Kennedy,* 81 Iowa 360. 25 Am. St. Rep. 503; *Maxted* v. *Fowler,* 94 Mich. 106; *Braley* v. *Powers,* 92 Me. 203. Representations, however, respecting the *cost* of an article or the price at which it was *bought,* as distinguished from representations of *value* as in the principal case, stand upon a different ground, the better line of decisions treat them as representations of fact, and when falsely made they amount to fraud: *Fairchild* v. *McMahon,* 139 N. Y. 290; *Teachout* v. *Van Hoesen,* 76 Iowa 113, 14 Am. St. Rep. 206, 1 L. R. A. 664; *Sanford* v. *Handy,* 23 Wend. 260; but many courts apply the same rule extended to other opinions of value; *Gasset* v. *Glasier,* 165 Mass. 473; *Holbrook* v. *Connor,* 60 Me. 578, 11 Am. Rep. 212; *MacKenzie* v. *Seeberger,* 76 Fed. 108, 22 C. C. A. 83.

WILLS—INTERLINEATION SUBSEQUENT TO SIGNING—ACKNOWLEDGMENT.—Testator, after he had subscribed his name to a will, inserted an additional bequest by an interlineation. Subsequently the signature was acknowledged in the presence of witnesses. *Held,* that the will with the interlineation was signed by the testator. *In re Bullivant's Will* (N. J. 1913), 88 Atl. 1093.

The statute of New Jersey prescribes that all wills shall be in writing, and shall be signed by the testator, which signature shall be made by the testator, or the making thereof acknowledged by him, and such writing declared to be his last will, in the presence of two witnesses. C. S. 5867 pl. 24. The court in construing this statute gave to the word "sign" its original meaning of signum or sign rather than its derivative meaning of sign manual or handwriting, and following out such interpretation held that the acknowledgment before the witnesses subsequent to the interlineation was equivalent to an adoption by the testator of his previous sign manual as his present sign. Such an adoption is conceivable but it can hardly be said that the makers of the statute had it in mind when they used the word "signed." The purpose of the statute which is very much similar to the English statute before 1837, was undoubtedly to prevent fraud, but it is obvious that to substitute acknowledgment, one of the safeguards against fraud, for signing, another safeguard, is to destroy one of of the safeguards. It is true that some cases have gone even further than this and held that the use of the testator's name in the beginning of the will, as, "I, John Jones, being of sound and disposing mind and memory," etc., is a sufficient signature, *Lemayne* v. *Stanley,* 3 Lev. 1; *Armstrong* v. *Armstrong,* 29 Ala. 538; *Adams* v. *Field,* 21 Vt. 256; but for contra decisions see, *In re Booth,* 127 N. Y. 109, 27 N. E. 826; *Warwick* v. *Warwick,* 86 Va. 596, 10 S. E. 843; *Ramsey* v. *Ramsey,* 13 Gratt. (Va.) 664.